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8 **JORDAN L. PRUITT**

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 JORDAN L. PRUITT, an individual,

Case No.: 19STCV29208

13 Plaintiff,

FIRST AMENDED COMPLAINT
ASSERTING DAMAGES FOR:

14 -vs.-

15 THE WALT DISNEY COMPANY, a
16 Delaware Corporation duly existing and
17 doing business in California;
18 HOLLYWOOD RECORDS, INC., a
19 California Corporation duly existing and
20 doing business in California; BRIAN
21 KEITH THOMAS, an individual;
22 LEVOSIA ENTERTAINMENT, LLC, a
23 Tennessee Limited Liability Corporation
24 doing business in California, and DOES 5
25 through 20, inclusive.

- 1) **SEXUAL BATTERY OF A MINOR;**
2) **INTENTIONAL INFLICTION OF**
EMOTIONAL DISTRESS;
3) **NEGLIGENCE;**
4) **NEGLIGENT SUPERVISION;**
5) **NEGLIGENT RETENTION/HIRING;**
6) **NEGLIGENT FAILURE TO WARN**
TRAIN OR EDUCATE; and
7) **BREACH OF FIDUCIARY DUTY.**

26 Defendants.

Filed Pursuant to Court Order Dated:
August 30, 2019

DEMAND FOR JURY TRIAL

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COMES NOW, Plaintiff JORDAN L. PRUITT (“Plaintiff”), who, after Order of this Court dated August 30, 2019, hereby complains and alleges against the following now named Defendants: THE WALT DISNEY COMPANY; HOLLYWOOD RECORDS, INC.; KEITH THOMAS; LEVOSIA ENTERTAINMENT, LLC; and DOES 5 through 20, inclusive (“Defendants”), as follows:

1

2 **PARTIES**

3 1. At all times mentioned herein, Plaintiff JORDAN L. PRUITT, (“PRUITT” or
4 “Plaintiff”), was a resident of the State of California. Plaintiff was born in May of 1991. She was a
5 minor throughout the period of childhood sexual abuse alleged herein and lived and worked in
6 Southern California during this time. At all relevant times, plaintiff was a songwriter and recording
7 artist and obtained a career that few could achieve. While participating at the most elite levels of the
8 music business, Plaintiff was sexually molested as a child by BRIAN KEITH THOMAS, (“KEITH
9 THOMAS”). Plaintiff brings this action pursuant to C.C.P. section 340.1 for the childhood sexual
10 abuse she suffered at the hands of the Defendants and each of them.

11 2. Plaintiff is informed and believes, and thereupon alleges, that Defendant THE WALT
12 DISNEY COMPANY, (“DISNEY”), is a Delaware corporation, with a principal place of business
13 located in the County of Los Angeles, State of California. Plaintiff is further informed and believes,
14 and thereupon alleges, that at all times relevant herein, DISNEY was an entertainment company
15 established in the mid-20th century and is one of the most beloved, best known and most valuable
16 companies in the history of the World.

17 3. Plaintiff is informed and believes, and thereupon alleges, that HOLLYWOOD
18 RECORDS, INC., (“HOLLYWOOD RECORDS”), is a California corporation, and is a wholly
19 owned subsidiary of DISNEY.

20 4. HOLLYWOOD RECORDS operates with a principal place of business in Burbank,
21 County of Los Angeles, State of California. Plaintiff is further informed and believes, and thereupon
22 alleges, that at all times relevant herein, HOLLYWOOD RECORDS was an entertainment company
23 established by DISNEY for the purpose of developing, marketing and profiting from musical
24 performance and publishing of artists signed exclusively to them.

25 5. Plaintiff is further informed and believes and thereon alleges, that BRIAN KEITH
26 THOMAS is an individual born in 1957. KEITH THOMAS is an individual currently residing in
27 Tennessee but who has at all relevant times, had substantial contact with Los Angeles County,
28 California.

1 6. At all relevant times, KEITH THOMAS was an employee and/or defacto employee of
2 DISNEY and HOLLYWOOD RECORDS and acted within the course and scope of said employment
3 relationship and at the behest of and at the direction of the aforementioned Defendants.

4 7. KEITH THOMAS acted with full knowledge, consent, and assistance of DISNEY and
5 HOLLYWOOD RECORDS to exploit these relationships in order to gain access to Plaintiff, and to
6 set up, facilitate, and arrange meetings and encounters between he and the minor Plaintiff for the
7 purpose of KEITH THOMAS engaging in childhood sexual abuse of Plaintiff.

8 8. Plaintiff is further informed and believes, and thereon alleges, that KEITH THOMAS
9 was a preferred vendor and/or representative and/or agent of DISNEY and HOLLYWOOD
10 RECORDS at all times relevant herein, and that in that capacity, DISNEY and HOLLYWOOD
11 RECORDS had the ability to exercise control over certain business affairs of KEITH THOMAS'
12 business and personal life. Plaintiff is further informed and believes, and thereon alleges, that KEITH
13 THOMAS, with DISNEY and HOLLYWOOD RECORDS' full knowledge, consent, and assistance,
14 exploited these relationships in order to gain access to Plaintiff, and to set up, facilitate and arrange
15 meetings and encounters between KEITH THOMAS and the minor Plaintiff for the purpose of him
16 engaging in the childhood sexual abuse of Plaintiff.

17 9. LEVOSIA ENTERTAINMENT, LLC, ("LEVOSIA"), is a Tennessee corporation
18 lawfully doing business in the County of Los Angeles, State of California. Plaintiff is informed and
19 believes, and on that basis alleges, that LEVOSIA is wholly owned, controlled and managed by
20 KEITH THOMAS.

21 10. In performing the acts complained of herein, KEITH THOMAS acted with the full
22 knowledge, consent and cooperation of DISNEY and HOLLYWOOD RECORDS, who because of
23 their gross negligence expressed herein were his co-conspirators, collaborators, facilitators and alter
24 egos for the childhood sexual abuse alleged herein. DISNEY and HOLLYWOOD RECORDS held
25 themselves out to the public to be wholesome family-based businesses dedicated to creating and
26 distributing multimedia entertainment created by them and those they contracted with such as
27 Plaintiff. However, as a result of the negligence of DISNEY and HOLLYWOOD RECORDS each
28 are liable for KEITH THOMAS'S acts of childhood sexual abuse within the meaning of CCP

1 §§340.1(a)(2) and (3), and 340.1 (b)(2), in that said entities, owed a duty of care to the Plaintiff, and
2 their wrongful, intentional and/or negligent acts, as well as knowing failure to take reasonable steps
3 and implement reasonable safeguards to avoid acts of unlawful sexual conduct by KEITH THOMAS,
4 were a legal cause of the childhood sexual abuse which resulted in injury to Plaintiff as alleged
5 herein.

6 11. Plaintiff is informed and believes, and thereupon alleges, that the true names and
7 capacities, whether individual, corporate, associate or otherwise, of Defendants named herein as DOE
8 Nos. 5 through 20, inclusive, are unknown to Plaintiff, who therefore sues said Defendants by such
9 fictitious names. Plaintiff will amend Complaint to allege their true names and capacities when such
10 have been ascertained. Upon information and belief, each of the said DOE Defendants is responsible
11 in some manner under C.C.P. §§340.1(a)(1), (2) and (3), and 340.1 (b)(2) for the occurrences herein
12 alleged, and were a legal cause of the childhood sexual abuse which resulted in injury to the Plaintiff
13 as alleged herein.

14 12. Plaintiff is informed and believes, and on that basis alleges, that, at all times mentioned
15 herein, there existed a unity of interest and ownership among Defendants and each of them, such that
16 any individuality and separateness between Defendants, and each of them, ceased to exist. Defendants
17 and each of them, were the successors-in-interest and/or alter egos of the other Defendants, and each
18 of them, in that they purchased, controlled, dominated and operated each other without any separate
19 identity, observation of formalities, or other manner of division. To continue maintaining the facade
20 of a separate and individual existence between and among Defendants, and each of them, would serve
21 to perpetrate a fraud and an injustice.

22 13. At all times mentioned herein, KEITH THOMAS was an adult mentor singer,
23 songwriter, entertainer, teacher, producer, road manager and coach of Plaintiff and was acting as an
24 employee, managing agent, agent, officer, director and/or servant of such and/or was under their
25 complete control and/or supervision of DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOE
26 Nos. 5 through 20, inclusive. KEITH THOMAS was hired and retained by DISNEY and
27 HOLLYWOOD RECORDS to serve as a singer, songwriter, entertainer, teacher, producer, mentor,
28 and coach to, in part, mentor and train Plaintiff and other minors in the entertainment industry. In so

1 doing, DISNEY and HOLLYWOOD RECORDS held KEITH THOMAS out to the public, Plaintiff
2 and Plaintiff's family to be of safe and of high ethical and moral reputé, and to be in good standing
3 with DISNEY and HOLLYWOOD RECORDS, the State of California, and the public in general. In
4 this capacity, KEITH THOMAS was placed into contact with, taught, mentored, coached, and
5 advised the Plaintiff and other minors regarding the entertainment industry in general, including but
6 not limited to singing, performing, choreography, song writing, personal issues, academics, future
7 employment prospects, and general emotional and psychological issues. Both DISNEY and
8 HOLLYWOOD RECORDS held KEITH THOMAS out to the public, Plaintiff and Plaintiff's parents
9 to be a highly qualified and safe manager, agent, entertainer, teacher, mentor, coach, and advisor who
10 could and would assist Plaintiff and other minors in the entertainment industry, and with working
11 through personal and academic issues they faced. Inherent in this representation was the
12 understanding that KEITH THOMAS was a person of high ethical and moral standing, selected to
13 provide leadership, guidance, mentoring, coaching, and advisement to minors, including Plaintiff.
14 Plaintiff and her family reasonably relied upon these representations and assumed that KEITH
15 THOMAS was a person worthy of their complete trust.

16 14. Plaintiff is informed and believes, and on that basis alleges, that at all times mentioned
17 herein, Defendants and each of them and KEITH THOMAS was the agent, representative and/or
18 employee of each and every other Defendant. In doing the things hereinafter alleged, Defendants and
19 each of them, and KEITH THOMAS, were acting within the course and scope of said alternative
20 personality, capacity, identity, agency, representation and/or employment and were within the scope
21 of their authority, whether actual or apparent. Plaintiff is informed and believes, and on that basis
22 alleges, that at all times mentioned herein, Defendants and each of them and KEITH THOMAS were
23 the trustees, partners, servants, joint venturers, shareholders, contractors, and/or employees of each
24 and every other Defendant, and the acts and omissions herein alleged were done by them, acting
25 individually, through such capacity and within the scope of their authority, and with the permission
26 and consent of each and every other Defendant and that said conduct was thereafter ratified by each
27 and every other Defendant, and that each of them is jointly and severally liable to Plaintiff.
28

FACTUAL ALLEGATIONS

15. From almost the age that she could read and write, Plaintiff began singing and songwriting.

16. In approximately 2005, when Plaintiff was approximately 14 years old she recorded a mini “demo EP” album of her original works.

17. Shortly after the “demo EP” album was complete, it was shopped to DISNEY and HOLLYWOOD RECORDS by KEITH THOMAS.

18. After discussions with KEITH THOMAS and listening to her “demo EP,” DISNEY and HOLLYWOOD RECORDS were so impressed with Plaintiff’s talents that they signed the then 14-year-old to a seven album record deal which included Plaintiff exclusively assigning her performance and publishing rights to DISNEY and HOLLYWOOD RECORDS.

19. As part of the record deal, Plaintiff became obligated to write and perform music exclusively for DISNEY and HOLLYWOOD RECORDS while they became obligated to use all best efforts in developing, promoting, publicizing, guiding, producing, safeguarding and marketing Plaintiff and her music.

20. Shortly after DISNEY and HOLLYWOOD RECORDS signed Plaintiff to her record deal they told her that due to their longstanding business relationship with KEITH THOMAS, he would be her day-to-day conduit for communicating with them and would serve as her producer, mentor, agent, coach, songwriting partner, teacher, and advisor and would be overseeing her artistic development.

21. As a result of the strong representations and placement by DISNEY and HOLLYWOOD RECORDS, of KEITH THOMAS, neither the then 14-year-old Plaintiff nor her parents believed they were left with any choice as to who would fill the role of Plaintiff’s day-to-day producer, mentor, agent, coach, songwriting partner, teacher, and advisor.

22. As a direct and proximate result of DISNEY and HOLLYWOOD RECORDS’ placement and strongest possible recommendation of KEITH THOMAS, Plaintiff contemporaneously entered into a contractual relationship with KEITH THOMAS and his wholly-owned Corporation, LEVOSIA.

1 23. Almost immediately after KEITH THOMAS contracted with Plaintiff, he began
2 systematically controlling the communications Plaintiff had with anyone other than him. These
3 controls he put into place were among the first steps he took in grooming Plaintiff to be accepting of
4 the sexual abuse he so desired. Among the other affirmative acts KEITH THOMAS took to groom
5 Plaintiff include but are not limited to:

- 6 a) Directing Plaintiff and her family that DISNEY and HOLLYWOOD RECORDS
7 wanted all communications regarding Plaintiff to occur only through him;
- 8 b) Systematically controlling who Plaintiff could speak to. This included directing
9 Plaintiff that she was forbidden to communicate with boys her age;
- 10 c) Deleting male contacts from her cell phone;
- 11 d) Controlling the bookings, studio sessions, tour schedules, public relations schedules,
12 media requests and lodging of Plaintiff;
- 13 e) Controlling the flow of information between Plaintiff and her family and DISNEY
14 and HOLLYWOOD RECORDS;
- 15 f) Began a systematic and prolonged campaign of beating Plaintiff down with negative
16 comments, remarks and looks regarding such things as Plaintiff's weight, looks,
17 voice, songwriting ability, maturity and intelligence.
- 18 g) This beating-down process was soon repeatedly followed by a period of incredible
19 showering of attention, compliments, flirting, touching and assurances that KEITH
20 THOMAS "loved Plaintiff" and that the "nobody understands how special [their]
21 relationship [was]."

22 24. At all relevant times, KEITH THOMAS was engaged to be married to a woman of
23 similar age to him.

24 25. KEITH THOMAS told Plaintiff repeatedly that he "loved her" and that they were "soul
25 mates."

26 26. KEITH THOMAS assured Plaintiff that he would not marry his fiancé because he fully
27 intended on having Plaintiff "move-in" with him and to "marry" her.
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1 27. The sexual abuse of Plaintiff perpetrated by KEITH THOMAS began in approximately
2 2005, when she was 14 years old, and continued until one week before she turned 16 years old, in
3 2007.

4 28. The sexual abuse of Plaintiff by KEITH THOMAS included him rubbing, petting,
5 fondling Plaintiff sexually on her genitals and body, digitally penetrating Plaintiff, giving Plaintiff
6 deep passionate kisses where he tongue kissed her mouth and body, orally copulated Plaintiff, forced
7 Plaintiff to orally copulate him, rubbed his clothed and unclothed body against Plaintiff's, and rubbed
8 his penis on Plaintiff's vagina, having penile to vaginal sex thereby taking Plaintiff's virginity, and
9 plaintiff suspects that, she was on one occasion, drugged and anally penetrated. These acts by KEITH
10 THOMAS, were performed by him abusing his position of trust and authority over her, for his own
11 sexual gratification, without Plaintiff's consent as she was a minor and unable to give valid, legal
12 consent.

13 29. Before, during and after the sexual abuse period Plaintiff suffered, KEITH THOMAS
14 would torment her with insults only to later build her up with praise and affection.

15 30. KEITH THOMAS threatened Plaintiff telling her that "their love was a secret" which
16 was to be kept from her parents and others, KEITH THOMAS was grooming Plaintiff for sexual
17 abuse.

18 31. KEITH THOMAS also groomed Plaintiff's mother. He would spend extended periods of
19 time speaking with her in person and on the phone, telling her intimate details about his life and his
20 past, in an attempt to gain a "closeness" with Plaintiff's mother and earn her trust so that she would
21 allow him to spend time alone with Plaintiff.

22 32. KEITH THOMAS used Plaintiffs mother's naivete about the music and entertainment
23 business all the while contrasting it with his expertise of the music business and his close personal
24 and professional relationships with DISNEY, HOLLYWOOD RECORDS, and their executives, to
25 his advantage.

26 33. Defendants DISNEY, HOLLYWOOD RECORDS and LEVOSIA orchestrated,
27 facilitated and enabled the sexual abuse of Plaintiff by KEITH THOMAS by assisting in the
28 grooming process (buying gifts for Plaintiff, isolating Plaintiff with KEITH THOMAS for extended

1 periods of time, and booking and paying for accommodations for KEITH THOMAS, failing to
2 maintain supervisory control of property owned and/or controlled by them, allowing Plaintiff and
3 KEITH THOMAS to work and record music at all hours of the night with no supervision, allowing
4 Plaintiff and KEITH THOMAS to cohabitate in hotel rooms paid for by DISNEY and
5 HOLLYWOOD RECORDS while they were on the road for concert tours for weeks at a time, all for
6 the benefit of the defendants, and each of them.

7 34. The sexual abuse of Plaintiff by KEITH THOMAS began and occurred in various
8 locations throughout Los Angeles County, including but not limited to: the Staples Center in
9 downtown Los Angeles; on music video sets in Stage 20 of the Warner Bros. lot, in Burbank,
10 California; the New York Stage at Warner Bros. lot, in Burbank, California; in artists trailers in and
11 around the City of Los Angeles; in various hotels in and around Los Angeles County, California; in
12 cars on public streets in Los Angeles County, California; in performance venues around the country
13 including, but not limited to those in Los Angeles County California, and other locations. The
14 locations mentioned herein are those where DISNEY and HOLLYWOOD RECORDS conducted
15 business and during times that KEITH THOMAS was working for and on behalf of DISNEY and
16 HOLLYWOOD RECORDS.

17 35. During these times, DISNEY, HOLLYWOOD RECORDS, KEITH THOMAS and
18 LEVOSIA took physical custody and control of the minor Plaintiff, entering into a special, trusting,
19 confidential and in loco parentis relationship with her, owing her a duty of care to protect her from
20 reasonably foreseeable harm.

21 22 **PENAL CODE AND CIVIL CODE VIOLATIONS**

23 36. As used in C.C.P. § 340.1, “childhood sexual abuse” includes “any act committed
24 against the plaintiff that occurred when the plaintiff was under the age of 18 years and that would
25 have been proscribed by Section 266(j) of the California Penal Code (“Penal Code”); Section 285 of
26 the Penal Code; paragraph (1) or (2) of subdivision (b), or of subdivision (c), of Section 286 of the
27 Penal Code; subdivision (a) or (b) of Section 288 of the Penal Code; paragraph (1) or (2) of
28

subdivision (b), or of subdivision (c), of Section 288a of the Penal Code; subdivision (h), (i), or (j) of Section 289 of the Penal Code; Section 647.6 of the Penal Code....”

Penal Code § 266(i)

37. As set forth more fully above, on multiple occasions DISNEY, HOLLYWOOD RECORDS, KEITH THOMAS and LEVOSIA and Does 5 through 20, inclusive, intentionally committed acts against Plaintiff that occurred when Plaintiff was under the age of eighteen (18), and which would have been proscribed by Section 266(j) of the Penal Code or any prior laws of California of similar effect at the time the acts were committed, by intentionally giving, transporting, providing, or making available, or offering to give, transport, provide, or make available to another person, Plaintiff, who was a child under the age of sixteen (16), for the purpose of any lewd or lascivious act as defined in Penal Code § 288, or by causing, inducing, or persuading Plaintiff, a child under the age of sixteen (16), to engage in such an act with another person.

Penal Code § 286(b)(1)

38. As set forth more fully above, DISNEY, HOLLYWOOD RECORDS, KEITH THOMAS and LEVOSIA and Does 5 through 20, inclusive, intentionally committed an act against Plaintiff that occurred when Plaintiff was under the age of eighteen (18), and which would have been proscribed by Section 286(b)(1) of the Penal Code or any prior laws of California of similar effect at the time the act was committed, by participating in an act of sodomy (sexual conduct consisting of contact between the penis of one person and the anus of another person) with Plaintiff, who was under eighteen (18) years of age. Any sexual penetration, however slight, is sufficient to complete the crime of sodomy.

Penal Code § 286(b)(2)

39. As set forth more fully above, DISNEY, HOLLYWOOD RECORDS, KEITH THOMAS and LEVOSIA and Does 5 through 20, inclusive, intentionally committed an act against Plaintiff that occurred when Plaintiff was under the age of eighteen (18), and which would have been proscribed by Section 286(b)(2) of the Penal Code or any prior laws of California of similar effect at the time the act was committed, by participating in an act of sodomy (sexual conduct consisting of contact between the penis of one person and the anus of another person) with Plaintiff who was under

1 sixteen (16) years of age when KEITH THOMAS was over the age of twenty-one (21) years. Any
2 sexual penetration, however slight, is sufficient to complete the crime of sodomy.

3 **Penal Code § 286(c)(2)(A)**

4 40. As set forth more fully above, DISNEY, HOLLYWOOD RECORDS, KEITH
5 THOMAS and LEVOSIA and Does 5 through 20, inclusive, intentionally committed an act against
6 Plaintiff that occurred when Plaintiff was under the age of eighteen (18), and which would have been
7 proscribed by Section 286(c)(2)(A) of the Penal Code or any prior laws of California of similar effect
8 at the time the act was committed, by committing an act of sodomy (sexual conduct consisting of
9 contact between the penis of one person and the anus of another person) when the act was
10 accomplished against Plaintiff's will by means of duress. Any sexual penetration, however slight, is
11 sufficient to complete the crime of sodomy.

12 **Penal Code § 286(c)(2)(C)**

13 41. As set forth more fully above, DISNEY, HOLLYWOOD RECORDS, KEITH
14 THOMAS and LEVOSIA and Does 5 through 20, inclusive, inclusive, intentionally committed an act
15 against Plaintiff that occurred when Plaintiff was under the age of eighteen (18), and which would
16 have been proscribed by Section 286(c)(2)(C) of the Penal Code or any prior laws of California of
17 similar effect at the time the act was committed, by committing an act of sodomy (sexual conduct
18 consisting of contact between the penis of one person and the anus of another person) with Plaintiff
19 who was a minor fourteen (14) years of age or older when the act was accomplished against
20 Plaintiff's will by means of duress. Any sexual penetration, however slight, is sufficient to complete
21 the crime of sodomy.

22 **Penal Code § 288(a)**

23 42. On multiple occasions, as set forth more fully above, DISNEY, HOLLYWOOD
24 RECORDS, KEITH THOMAS and LEVOSIA and Does 5 through 20, inclusive, intentionally
25 committed acts against Plaintiff that occurred when Plaintiff was under the age of eighteen (18), and
26 which would have been proscribed by Section 288(a) of the Penal Code or any prior laws of
27 California of similar effect at the time the acts were committed, by willfully and lewdly committing
28 any lewd or lascivious act, including any of the acts constituting other crimes provided for in Part 1 of

1 the Penal Code, upon or with the body, or any part or member thereof, of Plaintiff who was under the
2 age of fourteen (14) years, with the intent of arousing, appealing to, or gratifying the lust, passions, or
3 sexual desires of KEITH THOMAS or Plaintiff.

4 **Penal Code § 288(b)(1)**

5 43. On multiple occasions, as set forth more fully above, DISNEY, HOLLYWOOD
6 RECORDS, KEITH THOMAS and LEVOSIA and Does 5 through 20, inclusive, intentionally
7 committed acts against Plaintiff that occurred when Plaintiff was under the age of eighteen (18), and
8 which would have been proscribed by Section 288(b)(1) of the Penal Code or any prior laws of
9 California of similar effect at the time the acts were committed, by willfully and lewdly committing
10 any lewd or lascivious act, including any of the acts constituting other crimes provided for in Part 1 of
11 the Penal Code, upon or with the body, or any part or member thereof, of Plaintiff who was under the
12 age of fourteen (14) years, with the intent of arousing, appealing to, or gratifying the lust, passions, or
13 sexual desires of KEITH THOMAS or Plaintiff, by use of duress.

14 **Penal Code § 288a(b)(1)**

15 44. On multiple occasions, as set forth more fully above, DISNEY, HOLLYWOOD
16 RECORDS, KEITH THOMAS and LEVOSIA and Does 5 through 20, inclusive, intentionally
17 committed acts against Plaintiff that occurred when Plaintiff was under the age of eighteen (18), and
18 which would have been proscribed by Section 288a(b)(1) of the Penal Code or any prior laws of
19 California of similar effect at the time the acts were committed, by participating in an act of oral
20 copulation (the act of copulating the mouth of one person with the sexual organ or anus of another
21 person) with Plaintiff who was under eighteen (18) years of age.

22 **Penal Code § 288a(b)(2)**

23 45. On multiple occasions, as set forth more fully above, DISNEY, HOLLYWOOD
24 RECORDS, KEITH THOMAS and LEVOSIA and Does 5 through 20, inclusive, intentionally
25 committed acts against Plaintiff that occurred when Plaintiff was under the age of eighteen (18), and
26 which would have been proscribed by Section 288a(b)(2) of the Penal Code or any prior laws of
27 California of similar effect at the time the acts were committed, by participating in an act of oral
28 copulation (the act of copulating the mouth of one person with the sexual organ or anus of another

1 person) with Plaintiff who was under sixteen (16) years of age and KEITH THOMAS was over the
2 age of twenty-one (21).

3
4 **Penal Code § 288a(c)(1)**

5 46. On multiple occasions, as set forth more fully above, DISNEY, HOLLYWOOD
6 RECORDS, KEITH THOMAS and LEVOSIA and Does 5 through 20, inclusive, intentionally
7 committed acts against Plaintiff that occurred when Plaintiff was under the age of eighteen (18), and
8 which would have been proscribed by Section 288a(c)(1) of the Penal Code or any prior laws of
9 California of similar effect at the time the acts were committed, by participating in an act of oral
10 copulation (the act of copulating the mouth of one person with the sexual organ or anus of another
11 person) with Plaintiff who was under fourteen (14) years of age and more than 10 years younger than
12 KEITH THOMAS.

13 **Penal Code § 288a(c)(2)(A)**

14 47. On multiple occasions, as set forth more fully above, DISNEY, HOLLYWOOD
15 RECORDS, KEITH THOMAS and LEVOSIA and Does 5 through 20, inclusive, intentionally
16 committed acts against Plaintiff that occurred when Plaintiff was under the age of eighteen (18), and
17 which would have been proscribed by Section 288a(c)(2)(A) of the Penal Code or any prior laws of
18 California of similar effect at the time the acts were committed, by committing an act of oral
19 copulation (the act of copulating the mouth of one person with the sexual organ or anus of another
20 person) when the act was accomplished against Plaintiff's will by means of duress.

21 **Penal Code § 288a(c)(2)(B)**

22 48. On multiple occasions, as set forth more fully above, DISNEY, HOLLYWOOD
23 RECORDS, KEITH THOMAS and LEVOSIA and Does 5 through 20, inclusive, intentionally
24 committed acts against Plaintiff that occurred when Plaintiff was under the age of eighteen (18), and
25 which would have been proscribed by Section 288a(c)(2)(B) of the Penal Code or any prior laws of
26 California of similar effect at the time the acts were committed, by committing an act of oral
27 copulation (the act of copulating the mouth of one person with the sexual organ or anus of another
28

1 person) upon Plaintiff who was under fourteen (14) years of age, when the act was accomplished
2 against Plaintiff's will by means of duress.

3 **Penal Code § 288a(c)(2)(C)**

4 49. On multiple occasions, as set forth more fully above, DISNEY, HOLLYWOOD
5 RECORDS, KEITH THOMAS and LEVOSIA and Does 5 through 20, inclusive, intentionally
6 committed acts against Plaintiff that occurred when Plaintiff was under the age of eighteen (18), and
7 which would have been proscribed by Section 288a(c)(2)(C) of the Penal Code or any prior laws of
8 California of similar effect at the time the acts were committed, by committing an act of oral
9 copulation (the act of copulating the mouth of one person with the sexual organ or anus of another
10 person) upon Plaintiff who was fourteen (14) years of age or older, when the act was accomplished
11 against Plaintiff's will by means of duress.

12 **Penal Code § 288a(c)(3)**

13 50. On multiple occasions, as set forth more fully above, DISNEY, HOLLYWOOD
14 RECORDS, KEITH THOMAS and LEVOSIA and Does 5 through 20, inclusive, intentionally
15 committed acts against Plaintiff that occurred when Plaintiff was under the age of eighteen (18), and
16 which would have been proscribed by Section 288a(c)(3) of the Penal Code or any prior laws of
17 California of similar effect at the time the acts were committed, by committing an act of oral
18 copulation (the act of copulating the mouth of one person with the sexual organ or anus of another
19 person) where the act was accomplished against Plaintiff's will by threatening to retaliate in the
20 future against Plaintiff or any other person, and there was a reasonable possibility that KEITH
21 THOMAS would execute the threat.

22 **Penal Code § 289(h)**

23 51. On multiple occasions, DISNEY, HOLLYWOOD RECORDS, KEITH THOMAS and
24 LEVOSIA and Does 5 through 20, inclusive, intentionally committed acts against Plaintiff that
25 occurred when Plaintiff was under the age of eighteen (18), and which would have been proscribed
26 by Section 289(h) of the Penal Code or any prior laws of California of similar effect at the time the
27 acts were committed, by participating in an act of sexual penetration (the act of causing the
28 penetration, however slight, of the genital or anal opening of another person or causing another

1 person to so penetrate the defendant's or another person's genital or anal opening for the purpose of
2 sexual arousal, gratification, or abuse by any foreign object (including any part of the body except a
3 sexual organ), substance, instrument, or device) with Plaintiff who was under eighteen (18) years of
4 age.

5 **Penal Code § 289(i)**

6 52. On multiple occasions, as set forth more fully above, DISNEY, HOLLYWOOD
7 RECORDS, KEITH THOMAS and LEVOSIA and Does 5 through 20, inclusive, intentionally
8 committed acts against Plaintiff that occurred when Plaintiff was under the age of eighteen (18), and
9 which would have been proscribed by Section 289(i) of the Penal Code or any prior laws of
10 California of similar effect at the time the acts were committed by participating in an act of sexual
11 penetration (the act of causing the penetration, however slight, of the genital or anal opening of
12 another person or causing another person to so penetrate the defendant's or another person's genital
13 or anal opening for the purpose of sexual arousal, gratification, or abuse by any foreign object
14 (including any part of the body except a sexual organ), substance, instrument, or device) with
15 Plaintiff who was under sixteen (16) years of age and KEITH THOMAS was over the age of twenty-
16 one (21) years.

17 **Penal Code § 289(j)**

18 53. On multiple occasions, as set forth more fully above, DISNEY, HOLLYWOOD
19 RECORDS, KEITH THOMAS and LEVOSIA and Does 5 through 20, inclusive, intentionally
20 committed acts against Plaintiff that occurred when Plaintiff was under the age of eighteen (18), and
21 which would have been proscribed by Section 289(j) of the Penal Code or any prior laws of
22 California of similar effect at the time the acts were committed by participating in an act of sexual
23 penetration (the act of causing the penetration, however slight, of the genital or anal opening of
24 another person or causing another person to so penetrate the defendant's or another person's genital
25 or anal opening for the purpose of sexual arousal, gratification, or abuse by any foreign object
26 (including any part of the body except a sexual organ), substance, instrument, or device) with
27 Plaintiff who was under fourteen (14) years of age and who was more than 10 years younger than
28 KEITH THOMAS.

1 **Penal Code § 647.6(a)(1)**

2 54. On multiple occasions, as set forth more fully above, DISNEY, HOLLYWOOD
3 RECORDS, KEITH THOMAS and LEVOSIA and Does 5 through 20, inclusive, intentionally
4 committed acts against Plaintiff that occurred when Plaintiff was under the age of eighteen (18), and
5 which would have been proscribed by Section 647.6(a)(1) of the Penal Code or any prior laws of
6 California of similar effect at the time the acts were committed, by annoying or molesting Plaintiff
7 when she was a child under eighteen (18) years of age.

8 **Civil Code § 1708.5**

9 55. On multiple occasions, as set forth more fully above, KEITH THOMAS acted with the
10 intent to cause a harmful and offensive contact with Plaintiff's intimate parts as set forth in California
11 Civil Code §1708.5 regarding sexual battery, and did, in fact, cause such sexually harmful and
12 offensive contact. On each occasion, Plaintiff did not consent to KEITH THOMAS's conduct.

13 **Civil Code § 1708.5**

14 56. On multiple occasions, as set forth more fully above, KEITH THOMAS acted with the
15 intent to cause a harmful and offensive physical contact with Plaintiff by the use of his intimate part
16 as set forth in Civil Code Section 1708.5 regarding sexual battery, and did, in fact, cause such
17 sexually harmful or offensive contact. On each occasion, Plaintiff did not consent to KEITH
18 THOMAS's conduct. The physical contact alleged above, offends one's reasonable sense of personal
19 dignity.

20 57. KEITH THOMAS did sexually harass, molest and abuse Plaintiff, who was a minor at
21 the time. Such conduct was done for KEITH THOMAS's sexual gratification, while working as an
22 agent, employee, officer and director of, and on behalf of DISNEY and HOLLYWOOD RECORDS,
23 and under their active control and supervision, and was performed on Plaintiff without his free
24 consent, as Plaintiff was a mere minor and thus unable to give valid, legal consent to such sexual acts.

25 **DAMAGES**

26 58. As a direct and proximate result of her sexual abuse by the Defendants and each of
27 them, Plaintiff has suffered, and will continue to suffer, psychological, mental and emotional distress,
28 including but not limited to night-terrors, stress, fear, shame, humiliation, depression, physical

1 distress, anxiety, depression, sadness, anger, trust issues, and control issues. She has and will continue
2 to incur expenses for mental and medical care due to the abuse, according to proof at trial.

3 59. As a direct and proximate result of her sexual abuse by the Defendants and each of
4 them, Plaintiff has been damaged in her employment, specifically losing wages and earnings and
5 economic benefits according to proof at the time of trial. Plaintiff has lost wages as a result of the
6 abuse she suffered at the hands of Defendants and will continue to lose wages in an amount to be
7 determined at trial. Plaintiff has suffered economic injury, all to Plaintiff's general, special and
8 consequential damage in an amount to be proven at trial, but in no event less than the minimum
9 jurisdictional amount of this Court.

10 60. As is set forth herein, Defendants and each of them have failed to uphold numerous
11 mandatory duties imposed upon them by state and federal law, and by written policies and procedures
12 applicable to Defendants, including but not limited to the following:

- 13 a) Duty to protect minor children in their care, and provide adequate supervision;
- 14 b) Duty to ensure that any direction given to employees is lawful, and that adults act
15 fairly, responsibly and respectfully towards other adults and minor children;
- 16 c) Duty to properly train teachers, mentors, coaches, and advisors so that they are
17 aware of their individual responsibility for creating and maintaining a safe
18 environment;
- 19 d) Duty to supervise employees and minor children in its care, enforce rules and
20 regulations prescribed for childcare organizations, exercise reasonable control over
21 minor children in its care as is reasonably necessary to maintain order, protect
22 property, or protect the health and safety of employees and minor children or to
23 maintain proper and appropriate conditions conducive to learning and child
24 development;
- 25 e) Duty to exercise careful supervision of the moral conditions in the youth programs
26 set forth by Defendants DISNEY and HOLLYWOOD RECORDS;
- 27 f) Duty to properly monitor minor children, prevent or correct harmful situations or
28 call for help when a situation is beyond their control;
- g) Duty to ensure that personnel are actually on hand and supervising students;
- h) Duty to provide enough supervision to minor children, including the Plaintiff;
- i) Duty to supervise diligently;
- j) Duty to act promptly and diligently and not ignore or minimize problems;
- k) Duty to refrain from violating Plaintiff's right to protection from bodily restraint or
harm, from personal insult, from defamation, and from injury to her personal

relations (Civil Code § 43);

- l) Duty to abstain from injuring the person or property of Plaintiff, or infringing upon any of her rights (Civil Code § 1708); and
- m) Duty to report suspected incidents of child abuse and more specifically childhood sexual abuse (Penal Code §§ 11166, 11167).

61. The conduct alleged above included intentional, outrageous, malicious, despicable and oppressive acts beyond the bounds of decent behavior, which were undertaken, wantonly, oppressively and with a conscious disregard for Plaintiff's rights as a child. Plaintiff is therefore entitled to an award of punitive damages in an amount sufficient to punish, deter and make an example of those Defendants engaging in such behavior according to proof at trial. In subjecting Plaintiff to the wrongful treatment herein described, DISNEY, HOLLYWOOD RECORDS, KEITH THOMAS and LEVOSIA and Does 5 through 20, inclusive, acted willfully and maliciously with the intent to harm Plaintiff, and in conscious disregard of Plaintiff's rights, so as to constitute malice and/or oppression under California Civil Code section 3294. Plaintiff is informed, and on that basis alleges, that these willful, malicious, and/or oppressive acts, as alleged herein above, were ratified by the officers, directors, and/or managing agents of DISNEY and HOLLYWOOD REORDS and DOES 5 through 20, inclusive, including KEITH THOMAS. Plaintiff is therefore entitled to the recovery of punitive damages, in an amount to be determined by the court, against each Defendants in this action in a sum to be shown according to proof.

ESTOPPEL

62. Before, during and after the sexual abuse of Plaintiff, KEITH THOMAS threatened, intimidated and coerced the minor Plaintiff, who was under extreme duress due to his actions, into not informing anyone of her sexual abuse or pursuing legal action therefore. These threats included telling Plaintiff that she would be physically harmed if she ever told anyone, that she would be taken away from her parents, that her career in entertainment would be over and that she would get in trouble with law enforcement and go to jail, forcing Plaintiff to promise not to tell anyone. As a result of these threats, Plaintiff believed her life would be in grave danger if she disclosed any facts

1 surrounding the abuse she suffered and was suffering. These threats, which Plaintiff wholeheartedly
2 believed due to KEITH THOMAS's longstanding time in the music business and his close
3 relationship with DISNEY and HOLLYWOOD RECORDS as well as the company he kept,
4 prevented Plaintiff from coming forward at an earlier time.

5 6 NEXUS

7 63. In December of 2018, Plaintiff, while reflecting on the child sexual abuse she had
8 suffered at the hands of KEITH THOMAS and by virtue of the other Defendants actions and
9 inactions for the first time in her life, reasonably discovered that her psychological injuries or
10 illnesses occurring after the age of majority, as listed in in this Complaint including but not limited to
11 the allegations in paragraph 59 herein-above, were caused by the sexual abuse she suffered at the
12 hands of KEITH THOMAS and by virtue of the various actions and inactions by the other
13 defendants, and each of them, in this action. As a layperson with no specialized training in
14 psychology or the medical field, Plaintiff was blameless for not making this nexus at an earlier date
15 than she did, and had no way of making such nexus at an earlier time.

16 17 LIABILITY OF DEFENDANTS

18 64. As a underage guest of DISNEY and HOLLYWOOD RECORDS, where KEITH
19 THOMAS was employed and worked, Plaintiff was under KEITH THOMAS's, DISNEY's, and
20 HOLLYWOOD RECORDS' direct supervision, care and control, thus creating a special relationship,
21 fiduciary relationship, and/or special care relationship with Defendants, and each of them.
22 Additionally, as a minor child under the custody, care and control of Defendants, Defendants stood in
23 loco parentis with respect to Plaintiff while she was attending events and functions at locations run
24 and controlled by Defendants DISNEY and HOLLYWOOD RECORDS. As the responsible parties
25 and/or employers controlling KEITH THOMAS, Defendants were also in a special relationship with
26 Plaintiff, and owed special duties to Plaintiff.

27 65. Plaintiff is informed and believes, and on that basis alleges, that each of the Defendants
28 in this action knew or had reason to know, or were otherwise on notice, that KEITH THOMAS had

1 engaged in unlawful sexually-related conduct with minors in the past, and/or was continuing to
2 engage in such conduct with Plaintiff, and failed to take reasonable steps, and to implement
3 reasonable safeguards, to avoid acts of unlawful sexual conduct in the future by KEITH THOMAS,
4 such as that which occurred with Plaintiff, including but not limited to preventing or avoiding
5 placement of KEITH THOMAS in a function or environment in which contact with children was an
6 inherent part of that function or environment. Defendants had a duty to disclose to these facts to
7 Plaintiff, his parents and others, but negligently and/or intentionally suppressed, concealed or failed
8 to disclose this information for the express purposes of facilitating KEITH THOMAS's sexual abuse
9 of Plaintiff, maintaining KEITH THOMAS's image as an ethical and wholesome entertainment
10 professional. The duty to disclose this information arose by the special, trusting, confidential,
11 fiduciary, and/or in loco parentis relationship between Defendants and Plaintiff.

12 66. Instead, Defendants ignored and/or concealed the sexual abuse of Plaintiff and others by
13 KEITH THOMAS that had already occurred, and continued to allow children, including the Plaintiff,
14 to be in contact with KEITH THOMAS, despite this knowledge of KEITH THOMAS's sexually
15 abusive acts towards minors. Plaintiff is informed and believes, and on that basis alleges, that
16 Defendants and each of them were given actual and/or imputed notice of incidents of inappropriate
17 conduct by KEITH THOMAS, including such facts as those set forth in this Complaint.

18 67. Plaintiff is informed and believes, on that basis alleges, that prior to and during the
19 sexual harassment, molestation and abuse of Plaintiff, Defendants knew or had reason to know that
20 KEITH THOMAS had violated his role as a producer, mentor, agent, coach, songwriting partner,
21 teacher, and advisor to Plaintiff and used this position of authority and trust acting on behalf of
22 Defendants to gain access to children, including Plaintiff, on and off the premises and grounds of
23 Defendants, in which he caused Plaintiff to touch him, to allow her to touch Plaintiff in a sexual
24 manner, and engaged in sexual conduct and abuse, including harassment and molestation, with
25 Plaintiff.

26 68. With actual or constructive knowledge that Defendant KEITH THOMAS had engaged
27 in dangerous and inappropriate conduct, including sexually abusing Plaintiff at Defendants DISNEY
28 and HOLLYWOOD RECORDS owned and controlled properties, Defendants conspired to and did

1 knowingly fail to take reasonable steps, and failed to implement reasonable safeguards to avoid acts
2 of unlawful sexual conduct in the future by KEITH THOMAS, including, but not limited to,
3 preventing or avoiding placement of KEITH THOMAS in a function or environment in which contact
4 with children is an inherent aspect of that function or environment.

5 69. Plaintiff further alleges that Defendants failed to report and did hide and conceal from
6 the Plaintiff, the Plaintiff's parents, law enforcement authorities, civil authorities and others, the true
7 facts and relevant information necessary to bring KEITH THOMAS to justice for the sexual
8 misconduct he committed with minors, as well as to protect their fiduciaries, including Plaintiff.

9 70. Defendants also implemented various measures designed to, or which effectively, made
10 KEITH THOMAS's conduct harder to detect including, but not limited to:

- 11 a) Permitting KEITH THOMAS to remain in a position of authority and trust after
12 Defendants knew or had reason to know he was a molester of children;
- 13 b) Placing KEITH THOMAS in a separate and secluded environment, including
14 placing him in charge of Plaintiff in a mentoring, advising, coaching, and related
15 programs where they purported to supervise the children, which allowed KEITH
16 THOMAS to sexually and physically interact with and abuse Plaintiff;
- 17 c) Allowing KEITH THOMAS to come into contact with minors, including Plaintiff,
18 without adequate supervision;
- 19 d) Failing to inform, or concealing from Plaintiff's the fact that Plaintiff and others were
20 or may have been sexually abused after Defendants knew or had reason to know that
21 KEITH THOMAS may have sexually abused Plaintiff, thereby enabling Plaintiff to
22 continue to be endangered and sexually abused, and/or creating the circumstance
23 where Plaintiff and others were less likely to receive medical/mental health care and
24 treatment, thus exacerbating the harm to Plaintiff;
- 25 e) Holding out KEITH THOMAS to Plaintiff and her parents, other children and their
26 parents, and to the community as being in good standing and trustworthy;
- 27 f) Failing to take reasonable steps, and to implement reasonable safeguards to avoid
28 acts of unlawful sexual conduct by KEITH THOMAS with students, who were
minor children; and
- g) Failing to put in place a system or procedure to supervise or monitor employees,
volunteers, representatives or agents to insure that they did not molest or abuse
minors in Defendants' care, including Plaintiff.

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71. By his position within the Defendants' institutions, Defendants and KEITH THOMAS demanded and required that Plaintiff respect KEITH THOMAS in his position of producer, mentor, agent, coach, songwriting partner, teacher and advisor at properties and projects owned, operated and controlled by Defendants DISNEY and HOLLYWOOD RECORDS.

72. Plaintiff is informed and believes, and on that basis alleges, that Defendants and each of them, were or had reason to have been aware of KEITH THOMAS's wrongful conduct at or about the time it was occurring, and thereafter, but took no action to obstruct, inhibit or stop such continuing conduct, or to help Plaintiff endure the trauma from such conduct. Despite the authority and ability to do so, these Defendants negligently and/or willfully refused to, and/or did not act effectively to stop the sexual assaults on Plaintiff, to inhibit or obstruct such abuse, or to protect Plaintiff from the results of that trauma.

73. During the period of abuse of Plaintiff at the hands of KEITH THOMAS, Defendants DISNEY and HOLLYWOOD RECORDS had the authority and the ability to obstruct or stop KEITH THOMAS's sexual assaults on Plaintiff, but negligently and/or willfully failed to do so, thereby allowing the abuse to occur and to continue unabated. This failure was a part of Defendants' plan and arrangement to conceal wrongful acts, to avoid and inhibit detection, to block public disclosure, to avoid scandal, to avoid the disclosure of their tolerance of child sexual molestation and abuse, to preserve a false appearance of propriety, and to avoid investigation and action by public authority including law enforcement. Plaintiff is informed and believes, and on that basis alleges, that such actions were motivated by a desire to protect the reputation of Defendants and each of them, and to protect the monetary support of Defendants while fostering an environment where such abuse could continue to occur.

74. Plaintiff is informed and believes, and on that basis alleges, that at the time KEITH THOMAS's violations of the Penal Code and Civil Code alleged herein-above were committed, Defendants knew or had reason to know, or were or were otherwise on notice of, prior acts of childhood sexual abuse committed by KEITH THOMAS, and despite such knowledge and/or notice, placed Plaintiff in KEITH THOMAS's custody and/or made Plaintiff available to KEITH THOMAS and then failed to take reasonable steps or implement reasonable safeguards to protect Plaintiff from

1 KEITH THOMAS's acts of abuse. Plaintiff is further informed and believes, and on that basis
2 alleges, that these acts and/or omissions on the part of Defendants were committed in spite of their
3 ability to exercise control over the personal and business affairs of KEITH THOMAS. Accordingly,
4 Defendants are liable for KEITH THOMAS's acts of childhood sexual abuse in that their wrongful,
5 intentional and/or negligent acts were a legal cause of the childhood sexual abuse.

6
7 **DUTY OF DEFENDANTS**

8 75. Defendants and each of them, owed Plaintiff a special duty of care. The Plaintiff, as a
9 minor at all relevant times alleged herein, was placed in the physical custody, control, and dominion
10 of Defendants and their agents, employees, and/or servants, and was placed in such custody, control,
11 and dominion in locations including, but not limited to: the Staples Center, music video sets on Stage
12 20 of the Warner Bros. lot, in Burbank, California; the New York Stage at Warner Bros. lot, in
13 Burbank, California; in artists trailers in and around the City of Los Angeles; in hotels in Los Angeles
14 County; in cars on public streets in Los Angeles County; in bathrooms at performance venues through
15 the city of Los Angeles; and other locations. The Plaintiff, as a minor in the custody, control, and
16 under the dominion of Defendants, stood in loco parentis with Defendants. As entities responsible for
17 the custody, supervision, care, and dominion of minor children in their care, Defendants owed the
18 Plaintiff a special duty of care, as they were entrusted with the Plaintiff's safety, security and care.

19 **FIRST CAUSE OF ACTION**
20 **SEXUAL BATTERY OF A MINOR**
21 **(AS TO ALL DEFENDANTS)**

22 76. Plaintiff repeats, re-alleges and incorporates herein by reference all prior paragraphs of
23 this Complaint, inclusive, as though fully set forth herein.

24 77. At all relevant times, KEITH THOMAS was employed as a producer, mentor, agent,
25 coach songwriting partner, teacher and advisor of Plaintiff by DISNEY and HOLLYWOOD
26 RECORDS.

27 78. During the time period when KEITH THOMAS was a producer, mentor, agent, coach
28 songwriting partner, teacher and advisor for Plaintiff, he befriended her and used his position to gain

1 her trust. KEITH THOMAS used Plaintiff's young age and her trust in authority figures to take
2 advantage of her innocence. KEITH THOMAS systematically groomed Plaintiff as hereinbefore
3 illustrated in order to sexually molest Plaintiff.

4 79. Acts of molestation by KEITH THOMAS against Plaintiff took place at and on locations
5 owned, supervised and/or controlled by DOE Nos. 1 and 2.

6 80. KEITH THOMAS's illegal conduct took place between the years 2005-2007.

7 81. As a direct and legal result of KEITH THOMAS's sexual abuse and other misconduct,
8 Plaintiff has been severely damaged emotionally and physically, and otherwise, all to her special and
9 general damages in amounts to be proven at the time of trial.

10 82. In subjecting the Plaintiff to the wrongful treatment herein described, Defendants
11 DISNEY, HOLLYWOOD RECORDS, KEITH THOMAS, LEVOSIA and DOES 5 through 20,
12 inclusive, acted willfully and maliciously with the intent to harm Plaintiff, and in conscious disregard
13 of Plaintiff's rights, so as to constitute malice and oppression under California Civil Code section
14 3294. Plaintiff is therefore entitled to the recovery of punitive damages, in an amount to be
15 determined by the court, against Defendants DISNEY, HOLLYWOOD RECORDS, KEITH
16 THOMAS, LEVOSIA and DOES 5 through 20, inclusive, in a sum to be shown according to proof.

17
18 **SECOND CAUSE OF ACTION**
19 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
20 **(AS TO ALL DEFENDANTS)**

21 83. Plaintiff repeats, re-alleges and incorporates herein by reference all prior paragraphs of
22 this Complaint, inclusive, as though fully set forth herein.

23 84. Defendants' conduct towards the Plaintiff, as described herein, was outrageous and
24 extreme.

25 85. A reasonable person would not expect or tolerate Defendants' putting KEITH THOMAS
26 in positions of authority which enabled him to have access to minor children, including Plaintiff, so
27 that he could commit wrongful sexual acts against her, including the conduct described herein above.
28 Plaintiff held great trust, faith and confidence in DISNEY and HOLLYWOOD RECORDS, which,
by virtue of Defendants' wrongful conduct, turned to fear.

1 86. A reasonable person would not expect or tolerate Defendants other than KEITH
2 THOMAS to be incapable of supervising and preventing employees of Defendants, including KEITH
3 THOMAS, from committing wrongful sexual acts with minor children in their charge, including
4 Plaintiff, or to be incapable of properly supervising KEITH THOMAS to prevent such abuse from
5 occurring.

6 87. Defendants' conduct described herein was intentional and malicious and done for the
7 purpose of causing, or with the substantial certainty that it would cause Plaintiff to suffer humiliation,
8 mental anguish and emotional and physical distress.

9 88. As a result of the above-described conduct, Plaintiff suffered and continues to suffer
10 great pain of mind and body, shock, emotional distress, physical manifestations of emotional distress,
11 embarrassment, loss of self-esteem, disgrace, humiliation, and loss of enjoyment of life; has suffered
12 and continues to suffer and was prevented and will continue to be prevented from performing daily
13 activities and obtaining the full enjoyment of life; will sustain loss of earnings and earning capacity,
14 and have incurred and will continue to incur expenses for medical and psychological treatment,
15 therapy, and counseling.

16 89. In subjecting the Plaintiff to the wrongful treatment herein described, Defendants
17 DISNEY, HOLLYWOOD RECORDS, KEITH THOMAS, LEVOSIA and DOES 5 through 20,
18 inclusive, acted willfully and maliciously with the intent to harm Plaintiff, and in conscious disregard
19 of Plaintiff's rights, so as to constitute malice and oppression under California Civil Code section
20 3294. Plaintiff is therefore entitled to the recovery of punitive damages, in an amount to be
21 determined by the court, against Defendants DISNEY, HOLLYWOOD RECORDS, KEITH
22 THOMAS, LEVOSIA and DOES 5 through 20, inclusive, in a sum to be shown according to proof.

23
24 **THIRD CAUSE OF ACTION**
25 **NEGLIGENCE**
26 **(As to All Defendants)**

27 90. Plaintiff repeats, re-alleges and incorporates herein by reference all prior paragraphs of
28 this Complaint, inclusive, as though fully set forth herein.

1 91. As more fully set forth above, the conduct and actions of Defendants other than KEITH
2 THOMAS served to create an environment in which KEITH THOMAS was afforded continuous
3 access to Plaintiff when she was a minor of roughly 14-16 years old. These actions include, but are
4 not limited to: assisting in the grooming process (buying gifts for Plaintiff and showering her with
5 praise and attention, isolating Plaintiff with KEITH THOMAS for extended periods of time, failing
6 to maintain supervisory control of property owned and/or controlled by them, allowing Plaintiff and
7 KEITH THOMAS to work and record music at all hours of the night with no supervision, allowing
8 Plaintiff and KEITH THOMAS to cohabitate in hotel rooms paid for by DOE Nos. 1 and 2 while they
9 were on the road for the benefit of DISNEY and HOLLYWOOD RECORDS, providing KEITH
10 THOMAS with unfettered access to Plaintiff while on the Tour Bus paid for and provided by
11 DISNEY and HOLLYWOOD RECORDS in which KEITH THOMAS would make Plaintiff watch
12 adult pornographic videos when she was on tour sponsored by and under the banner of DISNEY and
13 HOLLYWOOD RECORDS.

14 92. As more fully set forth above, Defendants DISNEY, HOLLYWOOD RECORDS,
15 LEVOSIA and DOES 5 through 20, inclusive, either were aware or should have been aware and/or
16 on notice of KEITH THOMAS's proclivities for engaging in sexual acts with minors prior to the first
17 occasion or shortly thereafter on which Plaintiff was placed in KEITH THOMAS's custody through
18 the acts of Defendants. Accordingly, at the time KEITH THOMAS and Defendants DISNEY,
19 HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20, inclusive, performed the acts
20 alleged herein, it was or should have been reasonably foreseeable to Defendants that by continuously
21 exposing and making Plaintiff available to KEITH THOMAS, Defendants were placing Plaintiff in
22 grave risk of being sexually abused by KEITH THOMAS. By knowingly subjecting Plaintiff to such
23 foreseeable danger, Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5
24 through 20, inclusive, were duty-bound to take reasonable steps and implement reasonable safeguards
25 to protect Plaintiff from KEITH THOMAS. Furthermore, as alleged herein, Defendants DISNEY,
26 HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20, inclusive, at all times exercised a
27 sufficient degree of control over KEITH THOMAS's personal and business affairs to prevent the acts
28 of abuse by keeping KEITH THOMAS away from Plaintiff. However, Defendants DISNEY,

1 HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20, inclusive, failed to take any
2 reasonable steps or implement any reasonable safeguards for Plaintiff's protection whatsoever and
3 continued to make Plaintiff accessible to KEITH THOMAS for the purposes of sexual abuse.

4 **NEGLIGENCE PER SE—PENAL CODE MANDATORY CHILD ABUSE REPORTING**

5 93. Under the Child Abuse and Neglect Reporting Act, Defendants DISNEY,
6 HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20, inclusive, were child care
7 custodians and were under a statutory duty to report known or suspected incidents of sexual
8 molestation or abuse of minors to a child protective agency, pursuant to California Penal Code §
9 11166, and/or not to impede the filing of any such report.

10 94. Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20,
11 inclusive, knew or had reason to know that their agent, employee, manager, advisor and mentor,
12 KEITH THOMAS, had sexually molested, abused or caused touching, battery, harm, and other
13 injuries to Plaintiff, giving rise to a duty to report such conduct under California Penal Code §11166.

14 95. Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20,
15 inclusive, knew, or had reason to know of in the exercise of reasonable diligence, that an undue risk
16 to minors, including the Plaintiff, existed because Defendants DOE 1 and DOE 2 did not comply with
17 California's mandatory reporting requirements.

18 96. By failing to report the continuing molestations and abuse, which Defendants DISNEY,
19 HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20, inclusive, knew of or had reason to
20 known of, and by ignoring the fulfillment of the mandated compliance with the reporting
21 requirements provided under California Penal Code § 11166, Defendants DISNEY, HOLLYWOOD
22 RECORDS, LEVOSIA and DOES 5 through 20, inclusive, created the risk and danger contemplated
23 by the Child Abuse and Neglect Reporting Act (hereinafter "CANRA"), and as a result, unreasonably
24 and wrongfully exposed Plaintiff and other minors to sexual molestation and abuse.

25 97. The Plaintiff was a member of the class of persons for whose protection California Penal
26 Code § 11166 was specifically adopted to protect.

1 104. By virtue of Plaintiff's special relationship with Defendants DISNEY, HOLLYWOOD
2 RECORDS, LEVOSIA and DOES 5 through 20, inclusive, and their close personal and professional
3 relationship to KEITH THOMAS, Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and
4 DOES 5 through 20, inclusive, owed Plaintiff a duty to provide reasonable supervision of KEITH
5 THOMAS, to use reasonable care in investigating KEITH THOMAS's background, and to provide
6 adequate warning to the Plaintiff, and other children, of KEITH THOMAS's dangerous propensities
7 and unfitness.

8 105. Plaintiff is informed and believes, and on that basis alleges, that Defendants DISNEY,
9 HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20, inclusive, by and through their
10 respective agents, servants and employees, knew or had reason to know of KEITH THOMAS's
11 dangerous and exploitive propensities and/or that KEITH THOMAS was an unfit agent. Despite such
12 knowledge, Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20,
13 inclusive, negligently failed to supervise KEITH THOMAS in his position of trust and authority as an
14 authority figure and supervisor of children, where he was able to commit wrongful acts against the
15 Plaintiff. Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20,
16 inclusive, failed to provide reasonable supervision of KEITH THOMAS, failed to use reasonable care
17 in investigating KEITH THOMAS, and failed to provide adequate warning to Plaintiff of KEITH
18 THOMAS's dangerous propensities and unfitness. Defendants DISNEY, HOLLYWOOD
19 RECORDS, LEVOSIA and DOES 5 through 20, inclusive, further failed to take reasonable measures
20 to prevent sexual abuse harassment, and molestation of children, including Plaintiff.

21 106. Plaintiff is informed and believes, and on that basis alleges, that Defendants DISNEY,
22 HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20, inclusive, were put on notice, and
23 knew or had reason to know, that KEITH THOMAS had previously engaged and was continuing to
24 engage in unlawful sexual conduct with children for his own personal gratification, and that it was, or
25 should have been foreseeable that he was engaging, or would engage in illicit sexual activities with
26 Plaintiff, and others, under the cloak of his authority, confidence, and trust, bestowed upon him
27 through Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20,
28 inclusive, and each of them.

1 107. Plaintiff is informed and believes, and on that basis alleges, that Defendants DISNEY,
2 HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20, inclusive, were placed on actual
3 and/or constructive notice that, KEITH THOMAS had abused children prior to, and/or during the
4 time he was in contact with the Plaintiff. Plaintiff is informed, and thereon alleges, that Defendants
5 DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20, inclusive, were informed
6 of sexual abuse, harassment and molestations committed by KEITH THOMAS or of conduct that
7 would put a reasonable person on notice of such propensity to abuse, harassment and molestation.

8 108. Even though Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES
9 5 through 20, inclusive, knew or had reason to know of these activities by KEITH THOMAS,
10 Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20, inclusive,
11 did nothing to investigate, supervise or monitor KEITH THOMAS to ensure the safety of the guests.

12 109. As an institution entrusted with the care of minors, where staff, employees, agents, and
13 management, such as the KEITH THOMAS were placed in contact with minors, Defendants
14 DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20, inclusive, expressly and
15 implicitly represented that these individuals, including KEITH THOMAS, were not a sexual threat to
16 children and others who would fall under KEITH THOMAS's influence, control, direction, and
17 guidance.

18 110. Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20,
19 inclusive, negligently failed to supervise KEITH THOMAS in his positions of trust and authority as
20 an employee, agent, counselor and mentor, and/or other authority figure, where KEITH THOMAS
21 was able to commit wrongful acts against the Plaintiff. Defendants DISNEY, HOLLYWOOD
22 RECORDS, LEVOSIA and DOES 5 through 20, inclusive, failed to provide reasonable supervision
23 of KEITH THOMAS. Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5
24 through 20, inclusive, further failed to take reasonable measures to prevent sexual harassment,
25 molestation and abuse of minors, including the Plaintiff.

26 111. At no time during the periods of time alleged did Defendants' DISNEY,
27 HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20, inclusive, have in place a system or
28 procedure to reasonably investigate, supervise and monitor individuals in contact with minor

1 children, including KEITH THOMAS, to prevent pre-sexual grooming and sexual harassment,
2 molestation and abuse of children, nor did they implement a system or procedure to oversee or
3 monitor conduct toward minors in Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and
4 DOES 5 through 20, inclusive, care.

5 112. Defendants' DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20,
6 inclusive, were or should have known to be aware and understand how vulnerable children were to
7 sexual harassment, molestation and abuse by mentors, advisors, and other persons of authority within
8 Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20, inclusive's
9 care, custody and/or control.

10 113. Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20,
11 inclusive, conduct was a breach of their duties to the Plaintiff.

12 114. Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20,
13 inclusive, breached their duty to the Plaintiff by, inter alia, failing to adequately monitor and
14 supervise KEITH THOMAS and stopping KEITH THOMAS from committing wrongful sexual acts
15 with minors including the Plaintiff. This belief is founded on the fact that employees and staff of
16 Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20, inclusive,
17 inclusive, including had suspected the abuse was occurring at the time, and failed to investigate into
18 the matter further. Based on these facts, Defendants DISNEY, HOLLYWOOD RECORDS,
19 LEVOSIA and DOES 5 through 20, inclusive, knew or had reason to know of KEITH THOMAS's
20 incapacity to supervise and stop employees of Defendants DISNEY, HOLLYWOOD RECORDS,
21 LEVOSIA and DOES 5 through 20, inclusive, inclusive from committing wrongful sexual acts with
22 minors.

23 115. As a result of the above-described conduct, Plaintiff has suffered and continues to suffer
24 great pain of mind and body, shock, emotional distress, physical manifestations of emotional
25 distress, embarrassment, loss of self-esteem, disgrace, humiliations, and loss of enjoyment of life; has
26 suffered and continues to suffer and was prevented and will continue to be prevented from
27 performing daily activities and obtaining the full enjoyment of life; will sustain loss of earnings and
28

1 earning capacity, and/or has incurred and will continue to incur expenses for medical and
2 psychological treatment, therapy, and counseling.

3
4 **FIFTH CAUSE OF ACTION**
5 **NEGLIGENT RETENTION/HIRING**
6 **(As to DISNEY; HOLLYWOOD RECORDS; LEVOSIA; and DOES 5 through 20, inclusive)**

7 116. Plaintiff repeats, re-alleges and incorporates herein all prior paragraphs of this
8 Complaint, inclusive, as though fully set forth herein.

9 117. By virtue of Plaintiff's special relationship with Defendants DISNEY, HOLLYWOOD
10 RECORDS, LEVOSIA and DOES 5 through 20, inclusive, and each of them, and Defendants
11 DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20, inclusive, relation to
12 KEITH THOMAS, Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5
13 through 20, inclusive, owed Plaintiff a duty to not hire and/or retain KEITH THOMAS, given his
14 dangerous and exploitive propensities, which Defendants DISNEY, HOLLYWOOD RECORDS,
15 LEVOSIA and DOES 5 through 20, inclusive, knew or had reason to know had they engaged in a
16 meaningful and adequate investigation of his background prior to his hiring.

17 118. As an institution entrusted with the care of minors, where staff, employees, agents, and
18 management, such as the KEITH THOMAS were placed in contact with minors, Defendants
19 DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20, inclusive, expressly and
20 implicitly represented that these individuals, including KEITH THOMAS, were not a sexual threat to
21 children and others who would fall under KEITH THOMAS 's influence, control, direction, and
22 guidance.

23 119. Plaintiff is informed and believes, and on that basis alleges, that at no time during the
24 periods of time alleged did Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES
25 5 through 20, inclusive, have in place a system or procedure to reasonably investigate, supervise
26 and/or monitor those individuals in direct contact with children, including KEITH THOMAS, to
27 prevent pre-sexual grooming and/or sexual harassment, molestation and abuse of minors, nor did they
28 implement a system or procedure to oversee or monitor conduct toward minors and others in

1 Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20, inclusive,
2 care.

3 120. Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20,
4 inclusive, and each of them were or should have been aware and understood how vulnerable minor
5 children were to sexual abuse, harassment and molestation by persons of authority, including the
6 KEITH THOMAS, within the control of Defendants DISNEY, HOLLYWOOD RECORDS,
7 LEVOSIA and DOES 5 through 20, inclusive.

8 121. Plaintiff is informed and believes and, on that basis, alleges other children and/or
9 employees of Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through
10 20, inclusive, complained of KEITH THOMAS's sexual improprieties prior to the sexual abuse of the
11 Plaintiff. Either Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through
12 20, inclusive, knew, or at the very least should have had reason to know of KEITH THOMAS's
13 propensity towards sexual misconduct with minors prior to and/or during Plaintiff's abuse.

14 122. Plaintiff is informed, and believes, and on that basis alleges, that the Defendants
15 DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20, inclusive, were put on
16 notice, and should have known that KEITH THOMAS was and had previously engaged and
17 continued to engage in unlawful sexual conduct with minors for his own personal gratification, and
18 that it was, or should have been foreseeable that he was engaging, or would engage in illicit sexual
19 activities with Plaintiff, under the cloak of his authority, confidence, and trust, bestowed upon him
20 through Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20,
21 inclusive.

22 123. Plaintiff is informed and believes, and on that basis alleges that Defendants DISNEY,
23 HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20, inclusive, were placed on actual
24 and/or constructive notice that KEITH THOMAS had abused, harassed, molested and/or was
25 molesting minor children, both before his sexual abuse, molestation and harassment of the Plaintiff,
26 and during that same period. Plaintiff is informed, and thereon alleges, that other third parties,
27 informed Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20,
28 inclusive, of inappropriate conduct and molestations committed by KEITH THOMAS.

1 124. Even though Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES
2 5 through 20, inclusive, knew or had reason to know of these activities by KEITH THOMAS,
3 Plaintiff is informed that Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5
4 through 20, inclusive, failed to use reasonable care in investigating KEITH THOMAS and did
5 nothing to investigate, supervise or monitor KEITH THOMAS to ensure the safety of the other minor
6 children in their charge, including the Plaintiff.

7 125. Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20,
8 inclusive, conduct was a breach of their duties to the Plaintiff.

9 126. As a result of the above-described conduct, Plaintiff has suffered and continues to suffer
10 great pain of mind and body, shock, emotional distress, physical manifestations of emotional distress,
11 embarrassment, loss of self-esteem, disgrace, humiliations, and loss of enjoyment of life; has suffered
12 and continues to suffer and was prevented and will continue to be prevented from performing daily
13 activities and obtaining the full enjoyment of life; will sustain loss of earnings and earning capacity,
14 and/or has incurred and will continue to incur expenses for medical and psychological treatment,
15 therapy, and counseling.

16
17 **SIXTH CAUSE OF ACTION**
18 **NEGLIGENT FAILURE TO WARN, TRAIN, OR EDUCATE**
19 **(As to DISNEY; HOLLYWOOD RECORDS; LEVOSIA; and DOES 5 through 20, inclusive)**

20 127. Plaintiff repeats, re-alleges and incorporates herein by reference all prior paragraphs of
21 this Complaint, inclusive, as though fully set forth herein.

22 128. Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20,
23 inclusive, owed Plaintiff a duty to take reasonable protective measures to protect Plaintiff and other
24 minor children in their charge from the risk of sexual abuse, harassment and molestation by KEITH
25 THOMAS by properly warning, training or educating the Plaintiff and other minors about how to
26 avoid such a risk.

27 129. Defendants DISNEY, HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20,
28 inclusive, breached their duty to take reasonable protective measures to protect Plaintiff and other
minor children in their charge, from the risk of sexual abuse, harassment and molestation by KEITH

1 THOMAS, such as the failure to properly warn, train or educate Plaintiff and other minor children in
2 their charge about how to avoid such a risk.

3 130. Defendants breached their duty to take reasonable protective measures to protect
4 Plaintiff and other minor children in their charge from the risk of sexual harassment, molestation and
5 abuse by KEITH THOMAS, by failing to supervise and/or stop employees of Defendants DISNEY,
6 HOLLYWOOD RECORDS, LEVOSIA and DOES 5 through 20, inclusive, including KEITH
7 THOMAS, from committing wrongful sexual acts with minor children, including Plaintiff.

8 131. As a result of the above-described conduct, Plaintiff has suffered and continues to suffer
9 great pain of mind and body, shock, emotional distress, physical manifestations of emotional distress,
10 embarrassment, loss of self-esteem, disgrace, humiliations, and loss of enjoyment of life; has suffered
11 and continues to suffer and was prevented and will continue to be prevented from performing daily
12 activities and obtaining the full enjoyment of life; will sustain loss of earnings and earning capacity,
13 and/or has incurred and will continue to incur expenses for medical and psychological treatment,
14 therapy, and counseling.

15
16 **SEVENTH CAUSE OF ACTION**
17 **BREACH OF FIDUCIARY DUTY**
18 **(As to All Defendants)**

19 132. Plaintiff repeats, re-alleges and incorporates herein by reference all prior paragraphs of
20 this Complaint, inclusive, as though fully set forth herein.

21 133. As set forth more fully above, Defendants DISNEY, HOLLYWOOD RECORDS,
22 LEVOSIA and DOES 5 through 20, inclusive, in concert with KEITH THOMAS, recruited, enticed,
23 and encouraged Plaintiff and Plaintiff's parents to give their trust and confidence to Defendants and
24 KEITH THOMAS so that Plaintiff could be taken from her parent's care and supervision and placed
25 under the care and supervision of Defendants and each of them. In so doing, the Defendants, and each
26 of them, entered into a fiduciary relationship with Plaintiff whereby Defendants owed Plaintiff an in
27 loco parentis duty of care to take all reasonable steps and implement all reasonable safeguards to
28 protect Plaintiff while she was in the custody of Defendants and/or KEITH THOMAS.

135. As alleged herein, KEITH THOMAS breached his duty to Plaintiff by repeatedly
subjecting Plaintiff to acts of childhood sexual abuse. As further alleged herein, the defendants, and
each of them, breached this duty to Plaintiff by failing to take any reasonable steps or implement any
reasonable safeguards to protect Plaintiff from KEITH THOMAS, and by allowing Plaintiff to be
sexually abused by KEITH THOMAS on a regular basis.

12 136. As a direct and proximate result of the defendants' breach of fiduciary duty to Plaintiff,
13 Plaintiff has suffered and will continue to suffer (a) severe mental and emotional distress including,
14 but not limited to, severe anxiety, stress, anger, fear, low self-esteem, shame, humiliation, depression
15 and physical distress; (b) expenses for mental health professionals and other medical treatment; and
16 (c) loss of past and future earnings and other economic benefits according to proof at the time of trial.

19 Plaintiff has previously filed the below Certificates of Merit which have been sealed pursuant to
20 this Court's Order dated August 30, 2019:

- (1) - Certificate of Merit by a Licensed Mental Health Practitioner; and
- (2) - Certificate of Merit by Attorney for Plaintiff as it relates to DISNEY; HOLLYWOOD RECORDS; KEITH THOMAS; and LEVOSIA.

26 |||

1 **PRAYER FOR RELIEF**

2 Wherefore, Plaintiff prays for Judgment against Defendants as follows:


- 3 1. For past, present and future general damages in an amount to be determined at trial;
- 4 2. For past, present and future special damages, including but not limited to past, present and
- 5 future lost earnings, economic damages and others, in an amount to be determined at trial;
- 6 3. Any appropriate punitive or exemplary damages against Defendants;
- 7 4. Any appropriate statutory damages;
- 8 5. For costs of suit;
- 9 6. For interest as allowed by law;
- 10 7. For attorney's fees pursuant to California Code of Civil Procedure § 1021.4, 1021.5, or
- 11 otherwise as allowable by law; and
- 12 8. For such other and further relief as the court may deem proper.

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff hereby requests that this action be tried before a jury.

15 DATED: September 3, 2019

16 DAVIDSON & ASSOCIATES, P.L.C.

17 
18 By: _____
19 Keith M. Davidson, Esq.
20 Attorney for Plaintiff.
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